

<i>SERFF Tracking Number:</i>	<i>XLAM-125386075</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>XL Specialty Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>07SD-XD-PL02-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>Architects, Engineers & Consultants</i>		
<i>Project Name/Number:</i>	<i>Architects, Engineers & Consultants Liability Forms Filing/07SD-XD-PL02-AR</i>		

Filing at a Glance

Company: XL Specialty Insurance Company		
Product Name: Architects, Engineers & Consultants	SERFF Tr Num: XLAM-125386075	State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 17.0019 Professional Errors & Omissions Liability	Co Tr Num: 07SD-XD-PL02-AR	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Trish Pollard	Disposition Date: 12/17/2007
	Date Submitted: 12/13/2007	Disposition Status: Approved
Effective Date Requested (New): 03/01/2008		Effective Date (New):
Effective Date Requested (Renewal): 03/01/2008		Effective Date (Renewal):
State Filing Description:		

General Information

Project Name: Architects, Engineers & Consultants Liability Forms Filing	Status of Filing in Domicile: Not Filed
Project Number: 07SD-XD-PL02-AR	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 12/17/2007	
State Status Changed: 12/17/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Filing revised ERP Amendatory Endorsements to correspond with our approved rating plan.	

SERFF Tracking Number: XLAM-125386075 State: Arkansas
Filing Company: XL Specialty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 07SD-XD-PL02-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Architects, Engineers & Consultants
Project Name/Number: Archtiects, Engineers & Consultants Liability Forms Filing/07SD-XD-PL02-AR

Company and Contact

Filing Contact Information

Patricia Pollard, Compliance Analyst patricia.pollard@xlai.com
1201 N. Market Street (302) 661-7010 [Phone]
Wilmington, DE 19801 (302) 778-4190[FAX]

Filing Company Information

XL Specialty Insurance Company CoCode: 37885 State of Domicile: Delaware
1201 N. Market Street Group Code: 1285 Company Type:
Suite 501
Wilmington, DE 19801 Group Name: State ID Number:
(800) 394-3909 ext. [Phone] FEIN Number: 85-0277191

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
XL Specialty Insurance Company	\$50.00	12/13/2007	17092868

SERFF Tracking Number: *XLAM-125386075* *State:* *Arkansas*
Filing Company: *XL Specialty Insurance Company* *State Tracking Number:* *EFT \$50*
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TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0019 Professional Errors & Omissions Liability*

Product Name: *Architects, Engineers & Consultants*
Project Name/Number: *Architects, Engineers & Consultants Liability Forms Filing/07SD-XD-PL02-AR*

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/17/2007	12/17/2007

SERFF Tracking Number: *XLAM-125386075* *State:* *Arkansas*
Filing Company: *XL Specialty Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *07SD-XD-PL02-AR*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0019 Professional Errors & Omissions Liability*
Product Name: *Architects, Engineers & Consultants*
Project Name/Number: *Architects, Engineers & Consultants Liability Forms Filing/07SD-XD-PL02-AR*

Disposition

Disposition Date: 12/17/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: XLAM-125386075 State: Arkansas
 Filing Company: XL Specialty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: 07SD-XD-PL02-AR
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Architects, Engineers & Consultants
 Project Name/Number: Architects, Engineers & Consultants Liability Forms Filing/07SD-XD-PL02-AR

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Amendatory Endorsement - Arkansas	Approved	Yes
Form	Amendatory Endorsement - Arkansas	Approved	Yes

SERFF Tracking Number: XLAM-125386075 State: Arkansas

Filing Company: XL Specialty Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: 07SD-XD-PL02-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Architects, Engineers & Consultants

Project Name/Number: Archtiects, Engineers & Consultants Liability Forms Filing/07SD-XD-PL02-AR

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Amendatory Endorsement - Arkansas	PLP-AMEND-AR-1	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PLP-AMEND-AR1 11-06 Previous Filing #: AR-PC-05-016711		PLP-AMEND-AR1 1207 doc Final.pdf
Approved	Amendatory Endorsement - Arkansas	PELP-AMEND-AR-2	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PELP-AMEND-AR2 12 07 Previous Filing #: AR-PC-05-016711		PELP-AMEND-AR2 1207 doc Final.pdf

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by

AMENDATORY ENDORSEMENT

ARKANSAS

This Endorsement Changes The Policy. Please Read It Carefully.

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY POLICY – ARCHITECTS & ENGINEERS

I. Section III., **DEFINITIONS**, is amended as follows:

Definition D., **DAMAGES**, is deleted in its entirety and replaced with the following:

D. **DAMAGES** means a monetary judgment, award or settlement of compensatory damages. DAMAGES includes CLEANUP COSTS. DAMAGES does not include fines, taxes, penalties, PUNITIVE DAMAGES, exemplary or multiplied damages, injunctive or equitable relief, or the return of fees or charges for services rendered or expenses incurred by the INSURED for redesign, changes, additions or remedies necessitated by a CLAIM. However, DAMAGES does include fines, taxes, and penalties assessed against a third party for which the INSURED is legally liable. The time and expense incurred by the INSURED in assisting in resolving a CLAIM are not DAMAGES.

As used in this exclusion:

PUNITIVE DAMAGES means damages which may be imposed to punish a wrongdoer and to deter others from similar conduct.

II. Section VI., **EXTENDED REPORTING PERIOD**, is hereby deleted in its entirety and replaced with the following:

A. For the purposes of Section VI. only, the following definition shall apply:

TERMINATION OF COVERAGE means, whether made by the Company or the INSURED at any time, cancellation or non-renewal of this Policy for any reason. In regards to the Optional Extended Reporting Period only, TERMINATION OF COVERAGE shall also mean any advancement of the Retroactive Date.

B. **Automatic Extended Reporting Period**

In the event of TERMINATION OF COVERAGE, the INSURED shall be entitled to an Automatic Sixty (60) Day Extended Reporting Period for no additional premium.

Except as may be otherwise provided herein, this extension of coverage granted hereunder shall be subject to all the terms and conditions of this Policy and shall apply to CLAIMS first made against the INSURED and reported to the Company during the sixty (60) days

immediately following the effective date of TERMINATION OF COVERAGE. The Automatic Extended Reporting Period granted hereunder shall only apply as respects any act, error or omission in PROFESSIONAL SERVICES rendered before such TERMINATION OF COVERAGE and otherwise covered by this Policy.

C. Optional Extended Reporting Period

In the event of TERMINATION OF COVERAGE, the INSURED shall be entitled to an extension of this coverage upon payment of an additional premium of not more than 185% of the Policy Premium stated in Item 6. of the Declarations.

The extension of coverage granted hereunder shall be subject to all the terms and conditions of this Policy and shall apply to CLAIMS first made against the INSURED and reported to the Company during the a period of one (1) year, two (2) year or three (3) year consecutive three-hundred and sixty-five (365) day periods commencing immediately following the effective date of TERMINATION OF COVERAGE, but only by reason of any act, error or omission in PROFESSIONAL SERVICES rendered before such TERMINATION OF COVERAGE and otherwise covered by this Policy. This interval of one (1) year, two (2) year or three (3) year consecutive three-hundred and sixty-five (365) day periods shall hereinafter be referred to as the Optional Extended Reporting Period. The Company shall advise the NAMED INSURED and its agent in writing of the Automatic

Extended Reporting Period and the availability of, the premium for, and the importance of purchasing the Optional Extended Reporting Period (the "Advice"). The Advice shall be sent to the NAMED INSURED as part of the notification of TERMINATION OF COVERAGE.

The NAMED INSURED shall have sixty (60) days from the effective date of TERMINATION OF COVERAGE to submit written acceptance of the Optional Extended Reporting Period. The Optional Extended Reporting Period shall not take effect unless the premium owing for the Optional Extended Reporting Period is paid no later than (60) days after the effective date of TERMINATION OF COVERAGE.

The limit of liability for all CLAIMS first made during the Optional Extended Reporting Period shall be equal to the amount remaining on the expiring policy, or fifty percent (50%) of the annual Aggregate Limit of Liability in effect for the Policy Period immediately prior to TERMINATION OF COVERAGE, whichever is greater.

The premium for the Optional Extended Reporting Period shall become fully earned upon inception and shall be based upon the rates and rating rules in effect at the inception date of the last policy period of the claims-made policy. The Optional Extended Reporting Period may not be cancelled by the Company or by the NAMED INSURED.

The Retroactive Date may only be advanced with the written consent of the first NAMED INSURED and upon one (1) or more of the following conditions:

1. If there is a change in insurer other than another insurer within the same insurance holding company or group;
2. If there is a substantial change in the INSURED's operations which would have been a material factor in the Company's acceptance or declination of the risk; or
3. At the request of the first NAMED INSURED.

Prior to advancement of the Retroactive Date, the INSURED must receive a disclosure form for his signature which acknowledges that he has been advised of his right to purchase the Optional Extended Reporting Period.

III. Section VII., **LIMITS OF LIABILITY AND DEDUCTIBLE**, is amended as follows:

Paragraph E. Deductible is deleted in its entirety and replaced with the following:

E. Deductible

As stated in Item 4. of the Declarations, the INSURED must pay the Deductible obligation for DAMAGES and CLAIM EXPENSES, whether or not DAMAGES are paid. The Deductible applies separately to each CLAIM(S) whether this insurance is primary or excess. The Company will determine the reasonableness of CLAIM EXPENSES that qualify in satisfaction of the Deductible.

Furthermore, the Deductible will apply as follows:

- a. The Deductible for each CLAIM(S) is the most the INSURED must pay as a Deductible for the sum of any DAMAGES and CLAIM EXPENSES arising out of any single CLAIM(S).
- b. The aggregate Deductible, if any, is the most the INSURED must pay as a Deductible for the sum of all DAMAGES and CLAIM EXPENSES for all CLAIM(S) made and reported during each POLICY YEAR.

IV. Section VIII., **DEFENSE, SETTLEMENT AND COOPERATION**, is hereby modified with the addition of the following:

Upon cancellation or nonrenewal or receipt of a written request by the NAMED INSURED, the Company shall provide the NAMED INSURED with the following information:

1. Description of closed or paid CLAIMS including the date and description of occurrence and amount of payment, if any;
2. Description of open CLAIMS including the date and description of occurrence, amount of payment, if any, and an estimate of reserves, if any; and
3. Information on notices of occurrence which could give rise to CLAIMS including the date and an estimate of reserves, if any.

Such information shall be provided to the NAMED INSURED within thirty (30) days of the NAMED INSURED's request and within fifteen (15) days after notice of cancellation or nonrenewal is issued.

V. Section X., **OTHER CONDITIONS**, is amended as follows:

A. Condition B., **Cancellation**, is deleted in its entirety and replaced with the following:

Cancellation

1. The first NAMED INSURED shown in the Declarations may cancel this Policy by mailing or delivering to the Company advance written notice of cancellation.
2. The Company may cancel this Policy by mailing or delivering to the first NAMED INSURED written notice of cancellation at least:
 - a. ten (10) days before the effective date of cancellation if the Company cancels for nonpayment of premium; or

- b. thirty (30) days before the effective date of cancellation if the Company cancels for any other reason
- 3. The Company will mail or deliver its notice to the first NAMED INSURED's last known mailing address. The notice shall include the required loss information as described in Section IV. of this Endorsement.
- 4. Notice of cancellation will state the effective date of cancellation. The POLICY PERIOD will end on that date.
- 5. If this Policy is cancelled, the Company will send the first NAMED INSURED any premium refund due. The Company will refund the pro rata unearned premium if the Policy is:
 - a. Cancelled by the Company or at the request of the Company;
 - b. Cancelled but rewritten by the Company or by a member group company of the Company;
 - c. Cancelled because the INSURED no longer has an insurable interest in the property or business operation that is the subject of this insurance; or
 - d. Cancelled after the first year of a pre-paid policy that was written for a term of more than one (1) year.
- 6. If the Policy is cancelled at the request of the first NAMED INSURED, other than a cancellation described in items 5.b., 5.c. or 5.d. above, the Company will refund ninety percent (90%) of the pro rata unearned premium. However, the refund will be less than ninety percent (90%) of the pro rata unearned premium if the refund of such amount would reduce the premium retained by the Company to an amount less than the minimum premium for this Policy. The cancellation will be effective even if the Company has not made or offered a refund.
- 7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 8. If this Policy has been in effect for more than sixty (60) days or if this is a renewal of a policy issued by the Company, the Company may cancel this Policy only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. Fraud or material misrepresentation made by the INSURED or with the INSURED's knowledge in obtaining the Policy, continuing the Policy or in presenting a CLAIM under the Policy;
 - c. The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - d. Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the Policy;
 - e. Nonpayment of any membership dues in those cases where the Company's by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the Policy; and

d. A material violation of a material provision of the Policy.

If the Company cancels for nonpayment of premium, the Company will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first NAMED INSURED and any lienholder or loss payee named in the Policy at least ten (10) days before the effective date of cancellation.

If the Company cancels for any other reason, the Company will mail or deliver notice of cancellation to the first NAMED INSURED and any lienholder or loss payee named in the Policy at least twenty (20) days before the effective date of cancellation.

All other terms and conditions of the Policy remain unchanged.

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
By

AMENDATORY ENDORSEMENT

ARKANSAS

This Endorsement Changes The Policy. Please Read It Carefully.

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND ENVIRONMENTAL LIABILITY POLICY – ARCHITECTS, CONSULTANTS & ENGINEERS

I. Section III., **DEFINITIONS**, is amended as follows:

Definition G., **DAMAGES**, is deleted in its entirety and replaced with the following:

- G. **DAMAGES** means a monetary judgment, award or settlement of compensatory damages. DAMAGES includes CLEANUP COSTS. DAMAGES does not include fines, taxes, penalties, PUNITIVE DAMAGES, exemplary or multiplied damages, injunctive or equitable relief, or the return of fees or charges for services rendered or expenses incurred by the INSURED for redesign, changes, additions or remedies necessitated by a CLAIM. However, DAMAGES does include fines, taxes, and penalties assessed against a third party for which the INSURED is legally liable. The time and expense incurred by the INSURED in assisting in resolving a CLAIM are not DAMAGES.

As used in this exclusion:

PUNITIVE DAMAGES means damages which may be imposed to punish a wrongdoer and to deter others from similar conduct.

Definition N. **POLLUTION CONDITIONS**, is amended by the addition of the following:

Pollutants do not include smoke or fumes from a hostile fire.

II. Section VI., **EXTENDED REPORTING PERIOD – COVERAGE “A” ONLY**, is hereby deleted in its entirety and replaced with the following:

- A. For the purposes of Section VI. only, the following definition shall apply:

TERMINATION OF COVERAGE means, whether made by the Company or the INSURED at any time, cancellation or non-renewal of this Policy for any reason. In regards to the Optional Extended Reporting Period only, TERMINATION OF COVERAGE shall also mean any advancement of the Retroactive Date.

- B. **Automatic Extended Reporting Period**

In the event of TERMINATION OF COVERAGE, the INSURED shall be entitled to an Automatic Sixty (60) Day Extended Reporting Period for no additional premium.

Except as may be otherwise provided herein, this extension of coverage granted hereunder shall be subject to all the terms and conditions of this Policy and shall apply to CLAIMS first made against the INSURED and reported to the Company during the sixty (60) days immediately following the effective date of TERMINATION OF COVERAGE. The Automatic Extended Reporting Period granted hereunder shall only apply as respects any act, error or omission in PROFESSIONAL SERVICES rendered before such TERMINATION OF COVERAGE and otherwise covered by this Policy.

C. Optional Extended Reporting Period

In the event of TERMINATION OF COVERAGE, the INSURED shall be entitled to an extension of this coverage upon payment of an additional premium of not more than 185% of the Policy Premium stated in Item 6. of the Declarations.

The extension of coverage granted hereunder shall be subject to all the terms and conditions of this Policy and shall apply to CLAIMS first made against the INSURED and reported to the Company during the period of one (1), two (2) or three (3) consecutive three-hundred and sixty-five (365) day periods commencing immediately following the effective date of TERMINATION OF COVERAGE, but only by reason of any act, error or omission in PROFESSIONAL SERVICES rendered before such TERMINATION OF COVERAGE and otherwise covered by this Policy. This interval of one (1), two (2) or three (3) consecutive three-hundred and sixty-five (365) day periods shall hereinafter be referred to as the Optional Extended Reporting Period. The Company shall advise the NAMED INSURED and its agent in writing of the Automatic

Extended Reporting Period and the availability of, the premium for, and the importance of purchasing the Optional Extended Reporting Period (the "Advice"). The Advice shall be sent to the NAMED INSURED as part of the notification of TERMINATION OF COVERAGE.

The NAMED INSURED shall have sixty (60) days from the effective date of TERMINATION OF COVERAGE to submit written acceptance of the Optional Extended Reporting Period. The Optional Extended Reporting Period shall not take effect unless the premium owing for the Optional Extended Reporting Period is paid no later than (60) days after the effective date of TERMINATION OF COVERAGE.

The limit of liability for all CLAIMS first made during the Optional Extended Reporting Period shall be equal to the amount remaining on the expiring policy, or fifty percent (50%) of the annual Aggregate Limit of Liability in effect for the Policy Period immediately prior to TERMINATION OF COVERAGE, whichever is greater.

The premium for the Optional Extended Reporting Period shall become fully earned upon inception and shall be based upon the rates and rating rules in effect at the inception date of the last policy period of the claims-made policy. The Optional Extended Reporting Period may not be cancelled by the Company or by the NAMED INSURED.

The Retroactive Date may only be advanced with the written consent of the first NAMED INSURED and upon one (1) or more of the following conditions:

1. If there is a change in insurer other than another insurer within the same insurance holding company or group;
2. If there is a substantial change in the INSURED's operations which would have been a material factor in the Company's acceptance or declination of the risk; or
3. At the request of the first NAMED INSURED.

Prior to advancement of the Retroactive Date, the INSURED must receive a disclosure form for his signature which acknowledges that he has been advised of his right to purchase the Optional Extended Reporting Period.

III. Section VII., **LIMITS OF LIABILITY AND DEDUCTIBLE**, is amended as follows:

Paragraph E. Deductible is deleted in its entirety and replaced with the following:

E. Deductible

As stated in Item 4. of the Declarations, the INSURED must pay the Deductible obligation for DAMAGES and CLAIM EXPENSES, whether or not DAMAGES are paid. The Deductible applies separately to each CLAIM(S) whether this insurance is primary or excess. The Company will determine the reasonableness of CLAIM EXPENSES that qualify in satisfaction of the Deductible.

Furthermore, the Deductible will apply as follows:

- a. The Deductible for each CLAIM(S) is the most the INSURED must pay as a Deductible for the sum of any DAMAGES and CLAIM EXPENSES arising out of any single CLAIM(S).
- b. The aggregate Deductible, if any, is the most the INSURED must pay as a Deductible for the sum of all DAMAGES and CLAIM EXPENSES for all CLAIM(S) made and reported during each POLICY YEAR.

IV. Section VIII., **DEFENSE, SETTLEMENT AND COOPERATION**, is hereby modified with the addition of the following:

- Upon cancellation or nonrenewal or receipt of a written request by the NAMED INSURED, the Company shall provide the NAMED INSURED with the following information:
 1. Description of closed or paid CLAIMS including the date and description of occurrence and amount of payment, if any;
 2. Description of open CLAIMS including the date and description of occurrence, amount of payment, if any, and an estimate of reserves, if any; and
 3. Information on notices of occurrence which could give rise to CLAIMS including the date and an estimate of reserves, if any.

Such information shall be provided to the NAMED INSURED within thirty (30) days of the NAMED INSURED's request and within fifteen (15) days after notice of cancellation or nonrenewal is issued.

V. Section X., **OTHER CONDITIONS**, is amended as follows:

A. Condition B., **Cancellation**, is deleted in its entirety and replaced with the following:

Cancellation

1. The first NAMED INSURED shown in the Declarations may cancel this Policy by mailing or delivering to the Company advance written notice of cancellation.

2. The Company may cancel this Policy by mailing or delivering to the first NAMED INSURED written notice of cancellation at least:
 - a. ten (10) days before the effective date of cancellation if the Company cancels for nonpayment of premium; or
 - b. thirty (30) days before the effective date of cancellation if the Company cancels for any other reason
3. The Company will mail or deliver its notice to the first NAMED INSURED's last known mailing address. The notice shall include the required loss information as described in Section IV. of this Endorsement.
4. Notice of cancellation will state the effective date of cancellation. The POLICY PERIOD will end on that date.
5. If this Policy is cancelled, the Company will send the first NAMED INSURED any premium refund due. The Company will refund the pro rata unearned premium if the Policy is:
 - a. Cancelled by the Company or at the request of the Company;
 - b. Cancelled but rewritten by the Company or by a member group company of the Company;
 - c. Cancelled because the INSURED no longer has an insurable interest in the property or business operation that is the subject of this insurance; or
 - d. Cancelled after the first year of a pre-paid policy that was written for a term of more than one (1) year.
6. If the Policy is cancelled at the request of the first NAMED INSURED, other than a cancellation described in items 5.b., 5.c. or 5.d. above, the Company will refund ninety percent (90%) of the pro rata unearned premium. However, the refund will be less than ninety percent (90%) of the pro rata unearned premium if the refund of such amount would reduce the premium retained by the Company to an amount less than the minimum premium for this Policy. The cancellation will be effective even if the Company has not made or offered a refund.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.
8. If this Policy has been in effect for more than sixty (60) days or if this is a renewal of a policy issued by the Company, the Company may cancel this Policy only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. Fraud or material misrepresentation made by the INSURED or with the INSURED's knowledge in obtaining the Policy, continuing the Policy or in presenting a CLAIM under the Policy;
 - c. The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

- d. Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the Policy;
- e. Nonpayment of any membership dues in those cases where the Company's by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the Policy; and
- d. A material violation of a material provision of the Policy.

If the Company cancels for nonpayment of premium, the Company will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first NAMED INSURED and any lienholder or loss payee named in the Policy at least ten (10) days before the effective date of cancellation.

If the Company cancels for any other reason, the Company will mail or deliver notice of cancellation to the first NAMED INSURED and any lienholder or loss payee named in the Policy at least twenty (20) days before the effective date of cancellation.

All other terms and conditions of the Policy remain unchanged.

<i>SERFF Tracking Number:</i>	<i>XLAM-125386075</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>XL Specialty Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>07SD-XD-PL02-AR</i>		
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<i>Product Name:</i>	<i>Architects, Engineers & Consultants</i>		
<i>Project Name/Number:</i>	<i>Architects, Engineers & Consultants Liability Forms Filing/07SD-XD-PL02-AR</i>		

Rate Information

Rate data does NOT apply to filing.

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions
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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 12/17/2007

Comments:
Attachments:
NAIC Transmittal.pdf
Form Filing Schedule.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
XL America, Inc.	1285

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
XL Specialty Insurance Company	DE	37885	85-0277191	

5. Company Tracking Number	07SD-XD-PL02-AR
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Patricia Pollard 1201 N. Market, Suite 501 Wilmington, DE 19801	Senior State Filings Analyst	302-661-7059 866-304-3079	302-778-4190	Patricia.Pollard@xlgroup.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Patricia Pollard

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Other Liability
10. Sub-Type of Insurance (Sub-TOI)	Professional Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Architects, Engineers & Consultants Professional Liability
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 3/1/2008 Renewal: 3/1/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	

17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	07SD-XD-PL02-AR
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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XL Specialty Insurance Company submits for your review and approval revisions to Amendatory Endorsements form PLP-AMENDA-AR1 and PELP-AMEND-AR2, used with our Architects, Consultants & Engineers program. We have revised these ERP amendatory endorsements to correspond with our approved rating plan.

We propose an effective date of March 1, 2008.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: EFT Amount: 50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>

Effective March 1, 2007

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		07SD-XD-PL02-AR		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Amendatory Endorsement - Arkansas	PLP-AMEND-AR-1 12/07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PLP-AMEND- AR1 11/06	AR-PC-05-016711
02	Amendatory Endorsement - Arkansas	PELP-AMEND-AR-2 12/07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PELP-AMEND- AR2 11/06	AR-PC-05-016711
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		